

1253.204

Subpart 1253.3—Illustration of Forms

1253.303 Agency forms.

APPENDIX TO SUBPART 1253.3

CONTRACTOR'S RELEASE.

EMPLOYEE CLAIM FOR WAGE RESTITUTION.

CONTRACTOR REPORT OF GOVERNMENT PROPERTY.

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS.

CUMULATIVE CLAIM AND RECONCILIATION STATEMENT.

REPORT OF INVENTIONS AND SUBCONTRACTS.

AUTHORITY: 5 U.S.C. 301; 41 U.S.C. 418(b); 48 CFR 3.1.

SOURCE: 59 FR 40299, Aug. 8, 1994, unless otherwise noted.

Subpart 1253.2—Prescription of Forms

1253.204 Administrative matters.

The following forms are prescribed for use in the closeout of applicable contracts, as specified in (TAR) 48 CFR 1204.804–570:

(a) *Form DOT F 4220.4, Contractor's Release.* (See (TAR) 48 CFR 1204.804–570.) Form DOT F 4220.4 is authorized for local reproduction and a copy is furnished for this purpose in Part 1253 of the loose-leaf edition of the (TAR) 48 CFR chapter 12.

(b) *Form DOT F 4220.45, Contractor's Assignment of Refunds, Rebates, Credits, and Other Amounts.* (See (TAR) 48 CFR 1204.804–570.) Form DOT F 4220.45 is authorized for local reproduction and a copy is furnished for this purpose in Part 1253 of the loose-leaf edition of the (TAR) 48 CFR chapter 12.

(c) *Form DOT F 4220.46, Cumulative Claim and Reconciliation Statement.* (See (TAR) 48 CFR 1204.804–570.) Form DOT F 4220.46 is authorized for local reproduction and a copy is furnished for this purpose in Part 1253 of the loose-leaf edition of the (TAR) 48 CFR chapter 12.

(d) *DD Form 882, Report of Inventions and Subcontracts.* (See (TAR) 48 CFR 1204.804–570.) DD Form 882 is authorized for local reproduction and a copy is furnished for this purpose in Part 1253 of the loose-leaf edition of the (TAR) 48 CFR chapter 12.

48 CFR Ch. 12 (10–1–02 Edition)

1253.222 Application of labor laws to Government acquisitions.

The following form is prescribed for use in connection with the application of labor laws, as specified in (TAR) 48 CFR 1222.406–9:

Form DOT F 4220.7, Employee Claim for Wage Restitution. (See (TAR) 48 CFR 1222.406–9(c)(1).) Form DOT F 4220.7 is authorized for local reproduction and a copy is furnished for this purpose in Part 1253 of the loose-leaf edition of the (TAR) 48 CFR chapter 12.

1253.227–70 Conveyance of invention rights acquired by the Government.

The following form is prescribed for including a means for contractors to report inventions made in the course of contract performance, as specified in 1227.305–4:

DD Form 882, Report of Inventions and Subcontracts. (See (TAR) 48 CFR 1227.305–4.) DD Form 882 is authorized for local reproduction and a copy is furnished for this purpose in Part 1253 of the loose-leaf edition of the (TAR) 48 CFR chapter 12.

1253.245–70 Report of Government property.

The following form is prescribed for use by contractors to report Government property, as specified in (TAR) 48 CFR 1245.505–14:

Form DOT F 4220.43, Contractor Report of Government Property. (See (TAR) 48 CFR 1245.505–14.) Form DOT F 4220.43 is authorized for local reproduction and a copy is furnished for this purpose in Part 1253 of the loose-leaf edition of the (TAR) 48 CFR chapter 12.

Subpart 1253.3—Illustration of Forms

1253.303 Agency forms.

This subpart contains illustrations of DOT and other agency forms specified by the TAR for use in DOT acquisitions.

Department of Transportation

Pt. 1253, Subpt. 1253.3, App.

APPENDIX TO SUBPART 1253.3

| | | |
|--|--|---|
| DEPARTMENT OF TRANSPORTATION CONTRACTOR'S RELEASE | | <small>OMB Control No. 2105-0517 Expiration Date: 4/30/97</small> |
| <small>Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (2105-0517), Washington, DC 20503.</small> | | |
| CONTRACTOR (Name and Address) CONTRACT NO. | ENTER SUM OF TOTAL OF AMOUNTS PAID AND PAYABLE \$ | |
| <p>Pursuant to the terms of the above numbered contract and in consideration of the sum stated above, which has been paid or is to be paid to the Contractor, or its assignees, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:</p> <ol style="list-style-type: none"> 1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows: (or state "None") 2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of this contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract; and 3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Government against patent liability) including reasonable expenses incidental thereto, incurred by the Contractor under any provisions of the said contract relating to patents. <p>The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.</p> <p>IN WITNESSES WHEREOF, this release has been executed this _____ day of _____, 19 _____.</p> <p style="margin-top: 20px;">WITNESSES _____</p> <p style="text-align: center; margin-left: 400px;">(Contractor)</p> <p style="margin-top: 20px;">_____ BY _____</p> <p style="margin-left: 100px;">TITLE _____</p> <p style="margin-top: 20px;">NOTE: In the case of a corporation, witnesses are not required but the below statement must be completed.</p> <p style="margin-top: 20px;">I, _____, am the _____ secretary of the corporation named as Contractor in the foregoing release; that _____ who signed said release on behalf of the Contractor was then _____ of said corporation; release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.</p> <p style="text-align: center; margin-top: 40px;">(CORPORATE SEAL) _____</p> | | |

| | | |
|--|----------------------|---|
| DEPARTMENT OF TRANSPORTATION EMPLOYEE CLAIM FOR WAGE RESTITUTION | | OMB Control No. 2105-0517 Expiration Date: 4/30/97 |
| Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405, and to the Office of Management and Budget, Paperwork Reduction Project (2105-0517), Washington, D.C. 20503. | | |
| TO: The General Accounting Office Claims Division Washington, DC 20548 | CONTRACT NUMBER | |
| | DATE OF CLAIM | |
| | EMPLOYEE'S FULL NAME | |
| | SSN: | |
| I hereby make claim for payment of unpaid wages due me in the amount of \$ _____ | | |
| as an employee of _____ (Name of Contractor and/or Subcontractor) | | |
| performing work under the above number at _____ (location of work) | | |
| _____ . I was employed | | |
| as _____ during the period from _____ (job title) (month/day/year) | | |
| to _____ (month/day/year) | | |
| This claim constitutes the total amount claimed due and unpaid for the period of employment indicated. | | |
| ADDRESS OF EMPLOYEE | | SIGNATURE OF EMPLOYEE |

| CONTRACTOR REPORT OF GOVERNMENT PROPERTY | | | | | OMB Control No. 2105-0517 Expiration Date: 4/30/97 | | |
|---|--|--|---|--|---|--|---|
| <small>Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (2105-0517), Washington, D.C. 20503.</small> | | | | | | | |
| 1. Contract Number: _____ | | | | | | | |
| 2. Report Period Ending: _____ | | | | | | | |
| 3. Contractor (Name and Address) | | | | 4. Contracting Office (Name and Address) | | | |
| 5. Name and location of Government-Owned, Contractor-Operated Plant (if applicable) | | | | | | | |
| 6. Any Government property located at a subcontractor's plant? ____ Yes ____ No. If yes, give the name and address of the subcontractor(s) on an attached sheet to this report. | | | | | | | |
| 7. Date contractor's property control system approved? _____ | | | | | | | |
| 8. Approved by whom? _____ Name of Agency/Office | | | | | | | |
| 9 | Property Class (See FAR 45.5) | Starting Balance | | Items Added in \$ | Items Deleted in \$ | Ending Balance | |
| | | Total Acquisition Cost (in dollars) | Total Quantity (in acres or units) | | | Total Acquisition Cost (in dollars) | Total Quantity (in acres or units) |
| | a. Land & Rights Therein | | | | | | |
| | b. Other Real Property | | | | | | |
| | c. Plant Equipment | | | | | | |
| | d. Special Test Equipment | | | | | | |
| | e. Special Tooling | | | | | | |
| | f. Materials in Stock (when total value exceeds \$50,000) | | | | | | |
| NOTE: This report shall include all Government property (i.e., property furnished by the Government, or acquired or fabricated by the contractor or subcontractors). By signature hereon, the contractor's property administrator declares that the report was prepared from the contractor's records that are required by FAR 45.5. | | | | | | | |
| 10. Typed Name of Contractor Property Administrator | | | | | 11. Signature and Date | | |

| | |
|--|--|
| CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS | OMB Control No.: 2105-0517 Expiration Date: 4/30/97 |
| Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (2105-0517), Washington, D.C. 20503. | |
| <p>Pursuant to the terms of Contract No. _____ and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, _____ (hereinafter called the Contractor) does hereby:</p> <ol style="list-style-type: none"> 1. Assign, transfer, set over the release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder. 2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the UNITED STATES TREASURER checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof. 3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection with; and to permit the Government to represent it at any hearing, trial, or other proceeding arising out of such claim or suit. <p>IN WITNESS WHEREOF, this assignment has been executed this _____ day of _____, _____.</p> <p style="text-align: right; margin-right: 100px;">BY: _____ (CONTRACTOR)</p> <p>By signature hereon, I, _____, declare that I am the _____ (official title) of the corporation named as Contractor in the foregoing assignment; that _____ signed said assignment on behalf of the Contractor was then _____ of said corporation by authority of its governing body and is within the scope of its corporate powers.</p> <p>(CORPORATE SEAL) _____</p> | |

| CUMULATIVE CLAIM AND RECONCILIATION STATEMENT | | OMB Control No. 2105-0517 Expiration Date: 4/30/97 |
|--|----------------------------------|---|
| Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (2105-0517), Washington, D.C. 20503. | | |
| 1. Name of Contractor | _____ | |
| 2. Address of Contractor | _____ _____ _____ _____ | |
| 3. Contract No. | _____ | |
| 4. Delivery/Task Order No. | _____ | |
| 5. The total amount claimed under the above numbered contract, delivery order, or task order number is as follows: | | |
| a. Direct Labor..... | \$ | _____ |
| b. Direct Material..... | \$ | _____ |
| c. Other Direct Costs..... | \$ | _____ |
| d. Overhead..... | \$ | _____ |
| e. G&A..... | \$ | _____ |
| f. Subcontract Cost..... | \$ | _____ |
| g. Total Costs (5a through 5f)..... | \$ | _____ |
| h. Fixed Fee..... | \$ | _____ |
| i. Total Amount Claimed..... | \$ | _____ |
| 6. Total amount due under the above numbered contract, delivery order, task order is as follows: | | |
| a. Total Amount Claimed..... | \$ | _____ |
| b. Total Amount Paid by the Government under Voucher Nos. _____ thru _____ | \$ | _____ |
| c. Total Amount (if any) Withheld, Disallowed, etc. (as explained on the attached sheet)..... | \$ | _____ |
| d. Total Amount Due..... | \$ | _____ |
| <p>I, _____, as the _____</p> <p style="text-align: center; font-size: small;">(Full Name) (Title)</p> <p>of the above named contractor, declare that the above statements are correct in accordance with the records of the contractor.</p> <p style="text-align: center; margin-top: 20px;">_____ (Signature)</p> | | |

| REPORT OF INVENTIONS AND SUBCONTRACTS (Pursuant to "Patent Rights" Contract Clause) (See Instructions on Reverse Side) | | | | | | | | | |
|--|--|---|--|--|--|--|--|--|--|
| Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0304-0297), Washington, DC 20503. | | | | | | | | | |
| 1. NAME OF CONTRACTOR/SUBCONTRACTOR | | 2. CONTRACT NUMBER | | 3. TYPE OF REPORT (A-J) | | 4. REPORTING PERIOD (Y/M/D) | | 5. DATE | |
| A. ADDRESS (INCLUDE ZIP CODE) | | B. AWARD DATE (Y/M/D) | | C. AWARD DATE (Y/M/D) | | D. AWARD DATE (Y/M/D) | | E. AWARD DATE (Y/M/D) | |
| SECTION I - SUBJECT INVENTIONS | | | | | | | | | |
| A. NAME OF INVENTOR(S) (LAST, FIRST, MI) | | B. TITLE OF INVENTION(S) | | C. DISCLOSE NO. PATENT APPLICATION PUBLISHED PATENT NO. | | D. ELECTION TO FILE PATENT APPLICATION PUBLISHED PATENT NO. | | E. CONFIRMATORY ASSIGNMENT/INFORMATION PUBLISHED PATENT NO. | |
| F. NAME OF INVENTOR(S) (LAST, FIRST, MI) | | G. ADDRESS (INCLUDE ZIP CODE) | | H. AWARD DATE (Y/M/D) | | I. AWARD DATE (Y/M/D) | | J. AWARD DATE (Y/M/D) | |
| SECTION II - SUBCONTRACTS | | | | | | | | | |
| A. NAME OF SUBCONTRACTOR | | B. ADDRESS (INCLUDE ZIP CODE) | | C. AWARD DATE (Y/M/D) | | D. AWARD DATE (Y/M/D) | | E. AWARD DATE (Y/M/D) | |
| F. NAME OF EMPLOYEE | | G. ADDRESS (INCLUDE ZIP CODE) | | H. AWARD DATE (Y/M/D) | | I. AWARD DATE (Y/M/D) | | J. AWARD DATE (Y/M/D) | |
| K. ADDRESS OF EMPLOYEE (INCLUDE ZIP CODE) | | L. ADDRESS OF EMPLOYEE (INCLUDE ZIP CODE) | | M. ADDRESS OF EMPLOYEE (INCLUDE ZIP CODE) | | N. ADDRESS OF EMPLOYEE (INCLUDE ZIP CODE) | | O. ADDRESS OF EMPLOYEE (INCLUDE ZIP CODE) | |
| SECTION III - SUBCONTRACTS | | | | | | | | | |
| A. NAME OF SUBCONTRACTOR | | B. ADDRESS (INCLUDE ZIP CODE) | | C. AWARD DATE (Y/M/D) | | D. AWARD DATE (Y/M/D) | | E. AWARD DATE (Y/M/D) | |
| F. NAME OF EMPLOYEE | | G. ADDRESS (INCLUDE ZIP CODE) | | H. AWARD DATE (Y/M/D) | | I. AWARD DATE (Y/M/D) | | J. AWARD DATE (Y/M/D) | |
| K. ADDRESS OF EMPLOYEE (INCLUDE ZIP CODE) | | L. ADDRESS OF EMPLOYEE (INCLUDE ZIP CODE) | | M. ADDRESS OF EMPLOYEE (INCLUDE ZIP CODE) | | N. ADDRESS OF EMPLOYEE (INCLUDE ZIP CODE) | | O. ADDRESS OF EMPLOYEE (INCLUDE ZIP CODE) | |
| SECTION IV - CERTIFICATION | | | | | | | | | |
| I. CERTIFICATION OF REPORT BY CONTRACTOR/SUBCONTRACTOR | | | | | | | | | |
| A. NAME OF AUTHORIZED CONTRACTOR/SUBCONTRACTOR OFFICIAL (LAST, FIRST, MI) | | | | | | | | | |
| B. TITLE | | | | | | | | | |
| C. SIGNATURE | | | | | | | | | |
| D. DATE SIGNED | | | | | | | | | |

DD Form 82

Previous editions are obsolete.

DD FORM 882 INSTRUCTIONS

GENERAL

This form is for use in submitting INTERIM and FINAL Invention reports to the Contracting Officer and for use in the prompt notification of the award of subcontracts containing a "Patent Rights" clause. If the form does not afford sufficient space, multiple forms may be used or plain sheets of paper with proper identification of information by Item Number may be attached.

An INTERIM report is due at least every 12 months from the date of contract award and shall include (a) a listing of "Subject Inventions" during the reporting period, (b) a certification of compliance with required invention identification and disclosure procedures together with a certification of reporting of all "Subject Inventions," and (c) any required information not previously reported on subcontracts awarded during the reporting period and containing a "Patent Rights" clause.

A FINAL report is due within 6 months if contractor is a small business firm or domestic nonprofit organization and within 3 months for all others after completion of the contract work and shall include (a) a listing of all "Subject Inventions" required by the contract to be reported, and (b) any required information not previously reported on subcontracts awarded during the course of or under the contract and containing a "Patent Rights" clause.

While the form may be used for simultaneously reporting inventions and subcontracts, it may also be used for reporting, promptly after award, subcontracts containing a "Patent Rights" clause.

Dates shall be entered where indicated in certain items on this form and shall be entered in four or six digit numbers in the order of year and month (YYMM) or year, month and day (YYMMDD). Example: April 1986 should be entered as 8604 and April 15, 1986 should be entered as 860415.

Item 1a. Self-explanatory.

Item 1b. Self-explanatory.

Item 1c. If "same" as Item 2c, so state.

Item 1d. Self-explanatory.

Item 2a. If "same" as Item 1a, so state.

Item 2b. Self-explanatory.

(Word)

Item 2c. Procurement Instrument Identification (PII) number of contract (DFARS 4.7003).

Item 2d thru 3c. Self-explanatory.

Item 5f. The name and address of the employer of each inventor not employed by the contractor or subcontractor is needed because the Government's rights in a reported invention may not be determined solely by the terms of the "Patent Rights" clause in the contract.

Example 1: If an invention is made by a Government employee assigned to work with a contractor, the Government rights in such an invention will be determined under Executive Order 10096.

Example 2: If an invention is made under a contract by joint inventors and one of the inventors is a Government employee, the Government's rights in such an inventor's interest in the invention will also be determined under Executive Order 10096, except where the contractor is a small business or nonprofit organization, in which case the provisions of Section 202(e) of P.L. 96-517 will apply.

Item 5g(1). Self-explanatory.

Item 5g(2). Self-explanatory with the exception that the contractor or subcontractor shall indicate, if known at the time of this report, whether applications will be filed under either the Patent Cooperation Treaty (PCT) or the European Patent Convention (EPC). If such is known, the letters PCT or EPC shall be entered after each listed country.

Item 6a. Self-explanatory.

Item 6b. Self-explanatory.

Item 6c. Self-explanatory.

Item 6d. Patent Rights Clauses are located in FAR 52.227.

Item 6e thru 7b. Self-explanatory.

Item 7c. Certification not required by small business firms and domestic nonprofit organizations.

[59 FR 40299, Aug. 8, 1994, as amended at 60 FR 55802, Nov. 3, 1995; 61 FR 393, Jan. 5, 1996; 61 FR 50251, Sept. 25, 1996; 62 FR 26421, May 14, 1997; 62 FR 67752, Dec. 30, 1997; 64 FR 2445, Jan. 14, 1999]

[59 FR 40299, Aug. 8, 1994, as amended at 60 FR 55802, Nov. 3, 1995; 61 FR 393, Jan. 5, 1996; 61 FR 50251, Sept. 25, 1996; 62 FR 26421, May 14, 1997; 62 FR 67752, Dec. 30, 1997; 64 FR 2445, Jan. 14, 1999]